

## **EXHIBIT D**

[Seller Letterhead]  
**LSTA PAR/NEAR PAR TRADE CONFIRMATION**

**To:** *Buyer Name:*  
*Contact Person:*  
*Phone No.:*  
*Fax No.:*  
*E-mail Address:*

**From:** *Seller Name:*  
*Contact Person:*  
*Phone No.:*  
*Fax No.:*  
*E-mail Address:*

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.<sup>1</sup> (the "LSTA") as of December 1, 2006,<sup>1</sup> which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

**Trade Date:** \_\_\_\_\_  
**Seller:** \_\_\_\_\_<sup>2</sup>  **Principal**<sup>3</sup>  **Agent**  
**Buyer:** \_\_\_\_\_<sup>4</sup>  **Principal**<sup>3</sup>  **Agent**  
**Credit Agreement:** \_\_\_\_\_  
**Borrower:** \_\_\_\_\_<sup>5</sup>  
**Form of Purchase:** If no election is made, "Assignment" applies.  
     **Assignment**  
     **Participation**  
     **Other:** \_\_\_\_\_

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<sup>1</sup>The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.

<sup>2</sup> Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

<sup>3</sup> If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Section 14 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.

<sup>4</sup> Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

<sup>5</sup> If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

**Purchase Amount/  
Type of Debt:**

<u>Purchase Amount<sup>6</sup></u>	<u>Type of Debt<sup>7</sup></u>	<u>Facility<sup>8</sup></u>	<u>CUSIP Number</u>
\$			
\$			
\$			

**Purchase Rate:** \_\_\_\_\_ %

**Upfront Fee:**

None;  \$ \_\_\_\_\_

Payable on:  Settlement Date;  \_\_\_\_\_, 20\_\_\_\_

Payable by:  Seller;  Buyer

**Credit Documentation  
to be provided by Seller:**

Yes (only applicable if Buyer was not a lender on Trade Date and made its request on or prior to Trade Date)

No

**Trade Specific  
Other Terms of Trade:**

Specify Other Terms: \_\_\_\_\_<sup>9</sup>

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of [Closer's Name] at the following fax number(s) or e-mail address(es):  
\_\_\_\_\_.

If you have any questions, please contact [Closer's Name] at [Closer's telephone number].

**SELLER**

**BUYER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>6</sup> Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.

<sup>7</sup> Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.

<sup>8</sup> Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.

<sup>9</sup> Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

[Seller Letterhead]  
**LSTA DISTRESSED TRADE CONFIRMATION**

**To:** *Buyer Name:*  
*Contact Person:*  
*Phone No.:*  
*Fax No.:*  
*E-mail Address:*

**From:** *Seller Name:*  
*Contact Person:*  
*Phone No.:*  
*Fax No.:*  
*E-mail Address:*

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. (the "LSTA") as of December 1, 2006,<sup>1</sup> which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

<b>Trade Date:</b>	_____	_____	
<b>Seller:</b>	_____	<sup>2</sup> <input type="checkbox"/> Principal <sup>3</sup>	<input type="checkbox"/> Agent
<b>Buyer:</b>	_____	<sup>4</sup> <input type="checkbox"/> Principal <sup>3</sup>	<input type="checkbox"/> Agent
<b>Credit Agreement:</b>	_____	<sup>5</sup>	
<b>Borrower:</b>	_____		
<b>Form of Purchase:</b>	If no election is made, "Assignment" applies.		
	<input type="checkbox"/> Assignment		
	<input type="checkbox"/> Participation		
	<input type="checkbox"/> Other: _____		
<b>Purchase Amount/ Type of Debt:</b>	<b>Purchase Amount<sup>6</sup></b>	<b>Type of Debt<sup>7</sup></b>	<b>Facility<sup>8</sup></b>
	\$		
	\$		
	\$		

<sup>1</sup> The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.

<sup>2</sup> Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

<sup>3</sup> If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Sections 11 and 19 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.

<sup>4</sup> Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

<sup>5</sup> If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

<sup>6</sup> Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.

<sup>7</sup> Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone), claim amount or other.

<sup>8</sup> Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.

**Purchase Rate:** \_\_\_\_\_ %

**Accrued Interest:**  Settled Without Accrued Interest  
 Trades Flat

**Credit Documentation to be provided by Seller:**  Yes (only applicable if Buyer was not a lender on Trade Date and made its request on or prior to Trade Date)  
 No

**LSTA Standard Other Terms of Trade:**  This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder  
 This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder  
 Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (*i.e.*, the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met)

**Trade Specific Other Terms of Trade:**  Specify Other Terms: \_\_\_\_\_<sup>9</sup>

**Subject to:** Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **[Closer's Name]** at the following fax number(s) or e-mail address(es): \_\_\_\_\_.

If you have any questions, please contact **[Closer's Name]** at **[Closer's telephone number]**.

**SELLER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>9</sup> Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Distressed Trade Confirmation and/or the LSTA Standard Terms and Conditions for Distressed Trade Confirmations; if more space is needed, attach additional pages.